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5 Attorneys for Plaintiff  
 CRAIG YATES, an individual

7 UNITED STATES DISTRICT COURT  
 8 NORTHERN DISTRICT OF CALIFORNIA

9 CRAIG YATES, an individual, )

10 Plaintiff, )

11 v. )

12 SUSHI GROOVE; PEGGY LEE, Trustee )  
 13 of the PEGGY LEE TRUST; MARTEL & )  
 14 NABIEL, INC., a California corporation; )  
 TOLER MARTEL, MISHA BRYBERG, )  
 15 MICHAEL BREYBURG and MUSLEH )  
 NABIEL NASIEF, individuals dba as )  
 16 SUSHI GROOVE, )

17 Defendants. )  
 18 )

**CASE NO. CV-09-2437-EDL**

**STIPULATION OF DISMISSAL AND  
 [PROPOSED] ORDER THEREON**

19 The parties, by and through their respective counsel, stipulate to dismissal of this action  
 20 in its entirety with prejudice pursuant to Fed.R.Civ.P.41(a)(1). Outside of the terms of the  
 21 Settlement Agreement and General Release ("Agreement") herein, each party is to bear its own  
 22 costs and attorneys' fees. The parties further consent to and request that the Court retain  
 23 jurisdiction over enforcement of the Agreement. *See Kokonen v. Guardian Life Ins. Co.*, 511  
 24 U.S. 375 (1994) (empowering the district courts to retain jurisdiction over enforcement of  
 25 settlement agreements).  
 26  
 27  
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STIPULATION OF DISMISSAL AND [PROPOSED] ORDER THEREON

CASE NO. CV-09-2437-EDL

1 Therefore, IT IS HEREBY STIPULATED by and between parties to this action through  
2 their designated counsel that the above-captioned action be and hereby is dismissed with  
3 prejudice pursuant to Federal Rules of Civil Procedure section 41(a)(1).

4 This stipulation may be executed in counterparts, all of which together shall constitute  
5 one original document.


6  
7 Dated: \_\_\_\_\_, 2011

THOMAS E. FRANKOVICH  
A PROFESSIONAL LAW CORPORATION

8  
9 By: \_\_\_\_\_  
10 Thomas E. Frankovich  
Attorney for CRAIG YATES, an individual

11  
12 Dated: July 18, 2011

The Cronin Law Group  
17822 East 17<sup>th</sup> Street, Suite 101  
Tustin, CA 92780

13  
14  
15 By:   
16 Natasha Gordon  
17 Attorney for Defendants PEGGY LEE, Trustee of  
18 the PEGGY LEE TRUST; MARTEL & NABIEL,  
19 INC., a California corporation; TOLER MARTEL

20 **ORDER**

21 IT IS HEREBY ORDERED that this matter is dismissed with prejudice pursuant to  
22 Fed.R.Civ.P.41(a)(1). IT IS FURTHER ORDERED that the Court shall retain jurisdiction for  
23 the purpose of enforcing the parties' Settlement Agreement and General Release should such  
24 enforcement be necessary.

25 Dated: \_\_\_\_\_, 2011

26  
27  
28 Honorable Magistrate Judge Elizabeth D. Laporte  
UNITED STATE DISTRICT JUDGE

Therefore, IT IS HEREBY STIPULATED by and between parties to this action through their designated counsel that the above-captioned action be and hereby is dismissed with prejudice pursuant to Federal Rules of Civil Procedure section 41(a)(1).

This stipulation may be executed in counterparts, all of which together shall constitute one original document.

Dated: July 18, 2011

THOMAS E. FRANKOVICH  
A PROFESSIONAL LAW CORPORATION

By: \_\_\_\_\_ /S/ Thomas E. Frankovich  
Thomas E. Frankovich  
Attorney for CRAIG YATES, an individual

Dated: \_\_\_\_\_, 2011

The Cronin Law Group  
17822 East 17<sup>th</sup> Street, Suite 101  
Tustin, CA 92780

By: \_\_\_\_\_  
Natasha Gordon  
Attorney for Defendants PEGGY LEE, Trustee of  
the PEGGY LEE TRUST; MARTEL & NABIEL,  
INC., a California corporation; TOLER MARTEL

# **ORDER**

IT IS HEREBY ORDERED that this matter is dismissed with prejudice pursuant to Fed.R.Civ.P.41(a)(1). IT IS FURTHER ORDERED that the Court shall retain jurisdiction for the purpose of enforcing the parties' Settlement Agreement and General Release should such enforcement be necessary.

Dated: July 21, 2011

